

**Supreme Court, U.S.
FILED**

05 - 4 6 3 SEP 9 - 2005

No. OFFICE OF THE CLERK

**IN THE
SUPREME COURT OF THE UNITED STATES**

David Muresan -- PETITIONAR

VS

Transworld System -- RESPONDENT

**ON PETITION FOR A WRIT OF CERTIORARI TO
WASHINGTON STATE
SUPREME COURT**

**PETITION FOR A WRIT OF CERTIORARI
(32 pages)**

**David Muresan
18204 30th AVE NE
Seattle, Washington, 98155
Ph # 206 - 367 - 0818**

Appendix is filed with the Writ of Certiorari

(a) QUESTIONS PRESENTED.

Q 1. May an Advertising Company to request payments from an Advertised Company for the period the Advertising Company canceled the contract to advertise the Advertised Company?

The Advertising Company Prime West, represented in court by Transworld System canceled three of the five years of the contract, on appendix B-2 page 22 with DMMD -Adult Family Home to advertise the DMMD. The letter dated Sept-25-2002 on Appendix B-1 page 21 says,

Quote. " 1. We already canceled three years of the five years contract" Unquote.

Court of Appeal ruling, denying the review on Appendix A-4 page 14 says, *Quote. " On the summary judgment the trial court entered judgment for Transworld in the amount of \$8,366.20 This amount apparently represents four years of the annual fee (1785 x 4 = 7,140.00), " Unquote.*

Transworld collected from DMMD -Adult Family Home more than \$9,000.00

Q 2. May an Advertising Company to request payments from an Advertised Company for the period the Advertised Company is closed by a State Agency action?

decisions closed DMMD -Adult Family Home for the period the payment was requested.

Q 3 May an Advertising Company to request payments from an Advertised Company for the period the Advertising Company did not advertise the Advertised Company?

Appendix D-1, D-2, and D3 pages 29, 30, and 31 are the Senior Center certification that the advertising was not made within the contract period in all three Centers, provided by contract. Appendix D-4, page 32, line 23 has an acknowledgment by Transworld that the advertising was not made in the contract period. *Quote.* " The advertising was withdrawn." *Unquote.*

(b) LIST OF PARTIES

[x] All parties appear in the caption of the case on the cover page.

Appellant. DMMD -Adult Family Home.

Pro Se, David Muresan: 18204 30th AVE NE
Seattle, Washington, 98155 Ph # 206 - 367 - 0818

Respondent. Transworld System.

Attorney for Respondent. Stephen A. Bernheim.

512 Bell St. Edmonds, WA 98020 Ph. 425-712-8318

(c) TABLE OF CONTENTS.

(a) QUESTIONS PRESENTED.....	page 1,2
(b) LIST OF PARTIES.....	page 2
(c) TABLE OF CONTENTS.....	page 3
(d) REPORTS AND ORDERS ENTERED IN THIS CASE.....	page 3
(e) JURUSDICTION IN THIS COURT.....	page 4
(e) (i) ORDER TO BE REVIEWD.....	page 5
(f) CONSTITUTIONAL PROVISIONS.....	page 5
(h) ARGUMENT AMPLYFING THE REASON FOR THE WRIT.....	page 5
(i) INDEX TO APPENDICS.....	page 6,7
1. <u>WA State Supreme Court</u> Order denying the Motion to Modify the Commissioner's Ruling.....	page 8
2. <u>Washington State Supreme Court</u> Commissioner's Ruling Denying Review.....	page 9,10
Discussions over Commissioner's ruling... ..	page 11
3. <u>Court of Appeal of the State of Washington, Division one.</u> Order denying the Motion to Modify the Commissioner's Ruling.....	page 12
4. <u>Court of Appeal of the State of Washington, Div. 1</u> Commissioner's Ruling Denying Discretionary Review.	page 13,16
5. <u>State of Washington</u>, Superior Court order to affirm the	

Transworld Position. page 17

6. District Court granting Summary Judgment. page 19,19

(d) REPORTS AND ORDERS ENTERED IN THIS CASE

1. Order denying the Motion to Modify the

Commissioner's Ruling. Entered on 7-12-2005

Washington State Supreme Court.

2. Commissioner's Ruling Denying Review.

Entered on 5-20-2005 Washington State Supreme Court.

3. Order denying the Motion to Modify the

Commissioner's Ruling. Court of Appeal of the State of

Washington, Division one. Entered on 4-12-2005

4. Commissioner's Ruling Denying Discretionary Review.

Court of Appeal of the State of Washington, Division one.

Entered on 2-10-2005

5. Superior Court order to affirm the Transworld

Position. State of Washington, Entered on 2-16-2004

6. District Court granting Summary Judgment.

Entered on 5-3-2004

(e) JURUSDICTION IN THIS COURT

1. All Questions are related with National Issues, and of

Public Interest. The relations between Businesses are the

essence of a healthy economy.

(e) (i) ORDER TO BE REVIEWD

Order denying the Petition for Review. Washington State
Supreme Court. Entered on 7-12-2005

(f) CONSTITUTIONAL PROVISIONS

The right provided by the U.S. constitution to a fare
trial. No Company may steal money from another Company.

(g) STATEMENT OF THE CASE

The Advertising Company Prime West, represented in
the court by Transworld System canceled three of the five
years of the contract with DMMD -Adult Family Home to
advertised the DMMD business. DMMD -Adult Family
Home was closed for the period the Transworld requested
payment and the Prime West did not do the advertising for the
period they requested money.

Transworld collected from DMMD -Adult Family
Home more than \$9,000.00

**(h) ARGUMENT AMPLYFING THE REASON FOR
THE WRIT.**

All the Courts I appealed denied the review and that
means that, for those Courts is OK, An Advertising Company
to request money for a **Canceled Contract**, for

**Advertising a Closed Business and for
Not Advertising that Business at all**

(i) INDEX TO APPENDICS.

**APPENDIX A-1 . Order denying the Motion to Modify the
Commissioner's Ruling.** Entered on 7-12-2005 Washington
State Supreme Court. page 8

APPENDIX A-2. Commissioner's Ruling Denying Review.
Entered on 5-20-2005 Washington State Supreme Court.
pages 9,10

**APPENDIX A-3 Order denying the Motion to Modify the
Commissioner's Ruling.** Court of Appeal of the State of
Washington, Division one. Entered on 4-12-2005 - page 12

**APPENDIX A-4 Commissioner's Ruling Denying
Discretionary Review.** Court of Appeal of the State of
Washington, Division one. Entered on 2-10-2005 page 13,16

**APPENDIX A-5. Superior Court order to affirm the
Transworld Position.** State of Washington,
Entered on 2-16-2004 page 17

**APPENDIX A-6. District Court granting Summary
Judgment.** Entered on 5-3-2004 page 18,19

**APPENDIX B-1. Prime West Letter dated 9-25-2002 about
cancellation of 3 of 5 years contract.** page 20,21

APPENDIX B-2. Contract between Prime West and
DMMD -Adult Family Home. pages 22,23,24

APPENDIX C-1. . DMMD -Adult Family Home letter
dated 1-14-02 page 25

APPENDIX C-2. DMMD -Adult Family Home letter
dated 9-13-02 page 26

APPENDIX C-3 License Revocation at 18204 Seattle
page 27

APPENDIX C-4. License Revocation at 18210 Seattle
page 28

APPENDIX D-1. . Certificate for not advertising the
DMMD -Adult Family Home. in Greenwood Senior Center.
On 2-7-2002 page 29

APPENDIX D-2. Certificate for not advertising the
DMMD -Adult Family Home. in Shoreline Senior Center.
On 4-27-04 page 30

APPENDIX D-3. Certificate for not advertising the DMMD -
Adult Family Home in South County Senior Center. 5-6-04
page 30

APPENDIX D-4. Certificate for not advertising the DMMD -
Adult Family Home, reported by the Transworld lawyer on
the District Court Hearings on 5-24-04. page 31,32

TRANSWORLD SYSTEMS INC.,)	ORDER
Respondent,)	No.76960-5
V)	King County
DAVID MURESAN and)	# 04-2-12468-9
MARIA MURESAN)	
Husband and wife, dba DMMD)	C/A No. 55269-4-I
aka DMMD, ADULT FAMILY)	
HOME, Petitioners .)	

Page 8

APPENDIX A-2

THE SUPREME COURT OF WASHINGTON

TRANSWORLD SYSTEMS INC.,)	
)	
Respondent,	)	No.76960-5
V)	
DAVID MURESAN and	)	RULING
MARIA MURESAN	)	DENYING REVIEW
Husband and wife, dba DMMD)	
aka DMMD, ADULT FAMILY)	
HOME,)	
Petitioners.)	
<hr/>		

FILED SUPREME COURT OF WASHINGTON

2005 MAY 20 A 10:16 BY C. J. MERITT__ CLERK

The King County District Court entered a money judgment, in favor of Transworld System, inc., and against David and Maria Muresans, on a breach of contract claim. The Muresans appealed to King County Superior Court, but that court affirmed. The Court of Appeals thereafter denied the Muresans' motion for discretionary review. RAP 2.3.(d). The Muresans now moves for discretionary review by this court. RAP 13.5.

From my reading of the Muresans' various submissions in this court and the Court of Appeals, I can appreciate their belief that the trial court's judgment was not

entirely equitable outcome in this dispute. Various hints in the documentation suggests also, however, that the full story would not be as straightforward as the Muresans now attempt to depict it. Whatever the underlying facts could be, the only issue presented at this stage is a procedural one: did the Court of Appeal err in denying discretionary review, or is further review by this court otherwise called for by the criteria RAP 13.5 (b)

I cannot find that further review is called for. As the Court of Appeals observed , a superior Court's decision in an appeal from a district court judgment is final, unless the case falls within RAP 13.5 (b). The Muresans' evident desire to relitigate the facts of their case, and in process to present their position more fully and perhaps more persuasively, is not enough to justify continuing review. A retrial the facts is beyond any remedy either the Court of Appeals or in this court could properly order.

The motion for discretionary review is denied. It is therefore unnecessary to address respondent's motion to strike.

May 20, 2005

Signature(undecipherable)
COMMISSIONER

DUSCUSSION OVER THE COMMISSIONER RULING.

All the issues in this case are three, as the questions are dealing with them:

1. The Advertising Company Prime West, canceled three of the five years of the contract,

Prime West, collected from DMMD -Adult Family Home more than \$9,000.00 for all four remaining years.

2. DMMD -Adult Family Homes were closed, by DSHS, a state agency, for the period Prim West collected money from DMMD -Adult Family Homes.

3. The advertising was not made for the period Prim West collected money from DMMD -Adult Family Homes.

In the District Court were presented issues 2 and 3.

In the Superior Court and beyond were present all three issues, but the courts ignored them.

These issue are eligible for review based on RAP 13.5 (b) as an erroneous judgment, and based on RAP 13.5 (d) as an issue of public interest. (If a company is stealing money from another, then our judicial system must correct that injustice)

APPENDIX A-3
IN THE COURT OF APPEAL OF THE STATE OF
WASHINGTON

DAVID MURESAN)	
)	
Petitioner,	)	No.55269-4-1
V)	
	)	ORDER DENYING
TRANSWORLD SYSTEMS	)	MOTION TO
Respondent,	)	MODIFY
)	
)	

FILED COURT OF APPEAL DIV #1 .
STATE OF WASHINGTON. 2005 APRIL 12 AM 8:56

DAVID MURESAN has moved to modify the commissioner's ruling denying discretionary review. We have considered the motion under RAP 17.7 and have determined that it should be denied.

Now, therefore, it is hereby

ORDERED that the motion to modify is denied.

Done this 12th day of April, 2005.

Signature (undecipherable)

Signature (undecipherable)

Signature (undecipherable)

APPENDIX A-4
IN THE COURT OF APPEAL OF THE STATE OF
WASHINGTON

DAVID MURESAN)	
)	
Petitioner.	)	No.55269-4-1
V)	
	)	COMMISSIONER
TRANSWORLD SYSTEMS	)	RULLING
Respondent,	)	DENYING
	)	DISCRETIONARY
	)	REVIEW

FILED COURT OF APPEAL DIV #1
STATE OF WASHINGTON. 2005 FEB 10 AM 8:50

David Muresan seeks discretionary review of the superior court decision on RALJ appeal affirming the trial court decision entering judgment for Transworld System, Inc. For the reason stated below, discretionary review is denied.

FACTS

In December 2000, Muresan signed a five-year contract with Prime West to advertise three adult family homes that Muresan operated. The annual price per ad was \$595, resulting in an annual fee of \$1,785. In 2002 Muresan's license for the homes were revoked. Muresan then contacted

Prime West, requesting cancellation of the advertising contract, and stop payments. Prime West assigned the collection to Transworld System, Ins. On the summary judgment the trial court entered judgment for Transworld in the amount of \$8,3666,20. This amount apparently represents four years of the annual fee ($\$1785 \times 4 = \$7,140.00$), plus interest, costs and fees.

Muresan appealed to the superior court, which affirmed. Muresan seeks discretionary review.

Discretionary Review Criteria.

Discretionary review of a superior court decision entered in a proceeding to review a decision of a court with limited jurisdiction (RALJ) will be accepted only:

1. If the decision of the superior court is in conflict with a decision of the Court of Appeal or the Supreme Court.

2. If a significant question of law under the Constitution of the State of Washington or of the United States is involved; or

3. If the decision involves an issue of public interest which should be determined by an appellate court; or

4. If the superior court has so far departed from the accepted and usual course of judicial proceedings, or so far sanctioned such a departure by the court of limited jurisdiction, as to call for review by the appellate court.

Decision.

Muresan has neither cited RAP 2.3 (d) nor argued for review under the criteria of the rule. Review could be denied on this basis alone. In any event, Muresan has not demonstrated a basis to grant review. Muresan challenges the validity of the underlying control on several grounds.: the contract had a unilateral no cancellation clause, barring cancellation by Muresan but allowing Prime West to cancel at its absolute discretion; Prime West pressured him to sign the contract quickly; and revocation of his license and closure of the homes made performance of the contract impossible.

Muresan also appears to challenge the amount of the judgment. He argues that only one year's fee was at issue because he had paid for one year and Prime West had cancelled three of the five years. But Transworld sought and obtained a judgment for four years. In support of his argument Muresan has attached to his brief a copy of a September 25, 2002 letter from Prime West stating that it had received two requests to cancel the advertising contract, that it had only received payment of \$1,785 for the first year, and it had already cancelled three of the five-year contract and declined to cancel it further. In its brief Transworld moves to strike this letter on the grounds that it was not before the trial court and that Muresan has made no showing to take additional evidence

on the review under RAP 9,11: At oral argument Muresan stated that the letter was before the superior court, but acknowledged it was not before the trial court.

Transworld's motion to strike is not properly raised in its response. See RAP 17.4(d). But the superior court in its appellate capacity was limited to considering only evidence called to the attention to the trial court. See RAP 9.1, RAP. 9. 12.

Moreover, discretionary review is warranted in only very limited circumstances. Muresan apparently raised the same arguments in the superior court, and the court rejected them. There is no basis for me to conclude that the superior court decision is in conflict with appellate decision, involves a significant question of constitutional law, involves an issue of public interest which should be determined by an appellate court, or is such a far departure from the usual proceedings as to call for discretionary review. RAP 2.3 (d)

Now, therefore, it is hereby

ORDERED that discretionary review is denied.

Done this 10th day of February, 2005.

Signature (undecipherable)
Court Commissioner.

APPENDIX A-5

SUPERIOR COURT OF THE STATE OF WASHINGTON

County of King

TRANSWORLD	)	Case No.
)	
Plaintiff	)	04-2-12468-9 SEA
V)	
	)	ORDER ON
DAVID MURESAN	)	RALJ APPEAL
Defendant,)	
)	

The above - entitled Court, having heard a RALJ Appeal from judgment of the District Court below, herein

IT IS HEREBY ORDERED that The Appellant/ Defendant's appeal is denied and the judgment below is affirmed.

DATED 11/14/2004

Signature (undecipherable)

Judge

Signature (undecipherable) #15225

SA Bernheim #15225

Signature(undecipherable)

Pro Se David Muresan

Order on A RALJ Appeal

05/(

APPENDIX A-6

KING COUNTY DISTRICT COURT WEST DIVISION
SEATTLE COURTHOUSE.

TRANSWORLD SYSTEMS INC.	)	No. Y4-0263
Plaintiff,)	
V)	
DAVID MURESAN and	)	ORDER
MARIA MURESAN	)	GRANTING
Husband and wife, dba DMMD.	)	SUMMARY
aka DMMD, ADULT FAMILY	)	JUDGMENT
HOME,	)	AGAINST
Defendant,	)	DEFENDANT.

JUDGMENT SUMMARY

Judgment Creditor : Transworld System, Inc.
Judgment debtor : David Muresan and Maria Muresan
Husband and wife, dba DMMD aka
DMMD Adult Family Home.

Attorney for judgment Creditor	Stephan A. Bernheim
Principal amount	\$7,140.00
Interest owed to Date of Judgment (12%)	\$1,145.53
Court costs.	
Filing fee	\$41.00
Service fee	\$25.00
Statuary Attorney's Fee	\$125.00
Total judgment as of May 24, 2004	\$8,476.53
Post judgment interest accrues at the rate of 12% per annum.	

ORDER GRANTING	Stephan A. Bernheim Attorney of Law
SUMMARY JUDGMENT	512 Bell Street Edmonds, WA 98020
AGAINST DEFENDANT	Ph 425-712-8418. Fax 425-712-8418
0311-21-JSA	e-mail steve@stevebernheim.com

ORDER

Plaintiff's Motion for Summary Judgment Against Defendants, David Muresan and Maria Muresan, husband and wife dba DMMD aka DMMD Adult family Home came on for hearing this date before the undersigned Judge of the above-entitled Court. Plaintiff appeared through its counsel of record; Defendant did/did not appear in person or through counsel, The Court, having reviewed the records and the files in this case, and having heard the statements of counsel and deeming itself fully advised; IT IS

ORDERED, ADJUDGED AND DECREED that Plaintiff is granted summary judgment against Defendants , David and Maria Muresan, husband and wife, dba DMMD aka DMMD Adult Family Home in the amount as hereinabove set in the Judgment Summary.

DONE IN OPEN COURT May 24, 2004

Signature (undecipherable)
Judge

Presented

Signature (undecipherable)
Stephen A. Bernheim, WSBA #15225

Judge

ORDER GRANTING
SUMMARY JUDGMENT
AGAINST DEFENDANT
0311-21-JSA

Stephan A. Bernheim Attorney of Law
512 Bell Street Edmonds, WA 98020
Ph 425-712-8418. Fax 425-712-8418
e-mail steve@stevebernheim.com

APPENDIX B-1

PRIME WEST Quality Targeted advertising.

Received Sep 30 2004 By (undecipherable)

63706-0129444546

September 25, 2005

Transworld Systems, Inc.

PO Box 1864

Santa Rosa, CA 95402-1864

Dear Sir:

In the past few weeks, Prime West received two letters mailed directly to us from DMMD Adult Family Home Care and Mr. And Mrs. David Muresan of Seattle, WA regarding their Contract dated December 19, 2000 (copies are enclosed)

This is our reply:

We only received payments o. \$1785 for the first year of a firm five year agreement.

In good faith, we wrote a letter on July 24, 2002, canceling the last three years of the five year contract. We even allowed the \$1785 payment for the second year which began Feb 1, 2002 to be made in three \$595 payments (Aug 15, 2002, Sept 15, 2002 and Oct 15, 2002).

We have in good faith, maintained the ads in the contracted locations.

No payment were received, but on Sept 13, we received a letter from Mr. Muresan enclosing copies from the Dept of Social and Health Services with a stop placement of admission and Revocation of License on one of the two houses. He requested a total cancellation of our contract.

We will not cancel three years of the five year contract because:

1. We already canceled three years of the five years contract,
2. His three ads have been up for nine months without any payment.
3. His Revocation of License is for only one of his two foster care homes and an appeal is in place.

If the first of the \$595 payment is not in our office by Oct 15, 2002, with two more payments on Nov 15, and Dec 15, we will be forced to send him to "Hard Collections".

Sincerely Signature (undecipherable)
John J. Ruhlman, President (enclosures)

APPENDIX B-2

PRIME WEST Quality Targeted advertising. Since 1987.
Corporate Office +High Way 99 South PO Box 2609 Mount
Vernon WA 98273-7609 Ph. 360-424-5783 Fax. 360-428-
7658

ADVERTISING ORDER AGREEMENT.

Contract #12944 annual price per ad \$595, No of ads
3, Total annual price \$1785, Tax 0, Total Annual cost. \$1785,
first invoice Feb 1st 2001.

Name of Authorizing Person, David Muresan Title Owner

Name of Company, DMMD Adult Family Home

Address. 18210 30th Ave NE Lake Forest Park WA 98155

Phone(Area Code) 206-367-0818 Fax 206-367-0818.

Board name and Location. SO County SR Edmonds, Shoreline
SR, Greenwood SR.

Above named Advertiser agrees to purchase "mini-
billboard" advertising, each advertisement being 11' x 8 1/2 in
size on the News and information Center(s) placed by Prime
West, Incorporation the above named location for a period of
Five (5) years, commencing on or about ASAP, 2000.

The amount due to Prime West per location per year is
\$595.00. Prime West may charge past due accounts 1,5% per

month on unpaid balances. If any Center is not installed, or is removed from its location for any reason, Prime West shall promptly refund the unearned portion of the advertising fee for the Center.

ADVERTISER'S INDEMNITY. Advertiser warrants that s/he is authorized and entitled to advertise the business or products represented in the advertising copy furnished, and the Advertiser hereby guarantees and warrants the truth of all claims and statements made in the printing and publication submitted. Advertiser agrees to indemnify and hold harmless the Corporation against all claims, damages, demands, or liability whatsoever arising out of, or in any way caused by or connected with, the printing or publication of the advertising copy furnished by Advertiser.

CONTENT OF ADVERTISEMENT, Prime West shall have the right in its absolute discretion, to cancel any Agreement and refund any unearned payment, Also Prime West may omit or delete any part of the advertising copy submitted which, in its opinion, violates company ethical or moral standards. Some examples of unacceptable material include, but not limited to: a), b), c), d),e), f) .

ACKNOWLEDGMENTS. Advertiser acknowledges upon of signing that contract that:

- a) the contract may not be canceled;
- b) this contract contains a full and complete explanation of terms;
- c) s/he has read this contract and has not relied upon any promise, statement, or representation other than as contained herein and hereby acknowledges receipt of a copy of this contract.

Advertiser DMMD=AFH By David Muresan Title
Owner, Print name David Muresan date _____

Prime West Incorporated, By Paul Saymond

Date 12-19-00

WHITE: Office Copy, YELLOW: Sale Rep Copy

PINK Customer Copy.

APPENDIX C-1

DMMD Adult Family Home Care, 18204 30th Ave NE Seattle
WA 98155 Ph and Fax 206-367-0818

To: Prime West, Fax 360-428-0818

From David Muresan , Ph and Fax 206-367-0818

About the attached contract.

Due to a difficult financial situation I wish not to
continue that contract, beginning with first of February 2002. I
understand that is a statement saying that no cancellation is
allowed but I really cannot pay.

If my financial situation will get improved in the future
I will continue, because such an ad cannot bring me
popularity, even is not bringing me clients as it happened.

Today 1-14-2002.

David Muresan

Signature (undecipherable)

APPENDIX C-2

DMMD Adult Family Home Care, 18204 30th Ave NE Seattle
WA 98155 Ph and Fax 206-367-0818

To: Prime West,

Here is my license revocation proof.

I cannot accept any residents in my Adult Family Home.

Your ad in those Senior Centers are no longer making any
sense.

Please cancel the contract we had, beginning with
January 2002, when the Stop placement and License
revocation took place.

To: Transmittal Agency.

Today 9-13-02. David Muresan

Signature (undecipherable)

APPENDIX C-3
STATE OF WASHINGTON
DEPARTEMENT OF SOCIAL AND HEALTH SERVICES
AGING AND ADULT SERVICES ADMINISTRATION
POBOX. 456000. OLYMPIA, WA 98504-5600

April 29, 2002

Certified mail #7000 0520 0024 5670 0822

AMENDED NOTICE

David and Maria Muresan

DMMD-1, 18204 30th Ave NE Seattle Wa 98155

License #524000 / SSPS # 644787

STOP PLACEMENT OF ADMMISSION AND
REVOCATION OF LICENSE

Dear Mr. and Mrs. Muresan:

This letter constitute formal notice of *an amended-stop* placement of admission and the revocation of the adult family home license for your adult family home located at 18204 30th Ave NE Seattle Washington.....

Sincerely Signature (undecipherable)
Joyce Pashley Stockwell, Assistant director RCS.

APPENDIX C-4
STATE OF WASHINGTON
DEPARTEMENT OF SOCIAL AND HEALTH SERVICES
AGING AND ADULT SERVICES ADMINISTRATION
POBOX. 456000. OLYMPIA, WA 98504-5600

July 8, 2003

Certified mail #7000 0520 0024 5682 2166

AMENDED NOTICE

David and Maria Muresan

DMMD-1, 18210 30th Ave NE Seattle WA 98155

License #~~390100~~ / SSPS # 170997

**NOTICE OF SUMMARY SUSPENTION, LICENSE
REVOCATION AND STOP PLACEMENT ORDED
PROHIBITING ADMISSIONS.**

Dear Mr. Muresan.

This letter constitutes formal amended notice of the summary suspension and license revocation of the of the adult family home license for your adult family home, also known as DMMD, located at 18210 30th Ave NE Seattle Washington

.....

Sincerely Signature (undecipherable)
Joyce Pashley Stockwell, Assistant director RCS.

APPENDIX D-1

(Certification by the Senior Center that the ad was not made
within the very first year, on 2-7-02)

This Ad (reverse side) is not posted at the Greenwood
Senior Center.

Dated 2-7-2002

Rondy Brians Ast,
Director Greenwood Senior Center Ph. 206-297-0875

(Reverse side was the Picture with the ad to be posted)

APPENDIX D-2

(Certification by the Senior Center that the ad was not made
within the contract period, on 4-27-04.

The board did not post our ad)

This is a picture of The Beard at Shoreline Senior Center.

Dated 4-27-04

Bob Lohmeyer Director.

APPENDIX D-3

(Certification by the Senior Center that the ad was not made
within the contract period, on 5-6-04.

The board did not post our ad)

This is an accurate picture of Board at South County Senior
Center.

Dated May-6-2004

Sincerely Signature (undecipherable)
Executive Director

To my question, Do you see today this picture on this board?

The executive Director, Farrey Fleming answered NO.

APPENDIX D-4

(District Court transcript, page 3)

Muresan v. Transworld system, Case No 04-2-12468-9SEA
Transcript of Transworld v. Muresan, Cause Y4-263, May 24,
2004 Hearing.

page3

1 in all those three nurse- uh, senior center, my ad not posted
and I have proof of that, 2 signed by the proper authority. In
all three. First one I found within the first year when was paid.
3 One month before end of that year I found was not there
and I put those paper 4 signed by the director of those nursing
senior center.

5 Court: But the remedy is to sue for breach of
contract, not to quit paying.

6 Mr. Muresan: What?

7 Court: Your remedy would be to sue them for breach
of contract, 8 not to quit paying. By you stopping payments
and no longer paying, you're the one now who's-

9 Mr. Muresan; I stopped payments because I had a
license revoked.

10 Court: And that's why they are entitled to sue for
your breach of 11 contract.

12 Mr. Muresan. Yeah. They-

13 Court: Which is what they're—which is what
they've done.

14 Mr. Muresan: Yeah. But how I pay if they did not put the contract and I 15 lost both, uh, licenses for homes in Seattle area. Which for me appeared to have a 16 possibility to renegotiate. I offered them to renegotiate the contract and I offered even now 17 if they wish. And to be specific on each point. But they refuse to communicate with me 18 at all.

19 Court: And Mr. Bernheim-

20 Mr. Bernheim: Yes, actually the-the contract period expired. It went -21 goes from the first of February. It begins the first of February and it ends the end of 22 January. It doesn't go February at the beginning and February at the end. And, uh, so 23 the reason why the advertising was withdrawn was because the payment were not made.

24 Court: Well.

25 Mr. Bernheim: And there's no question about any of that

Wanamaker Ent. *1036 NE 190 St.*Shoreline WA 98155*
206-417-7095.

Dated Sept 30,2005 **David Muresan, (Appellant)**
 18204 30th AVE NE
 Seattle, Washington, 98155,
 Ph # 206 - 367 - 0818

